

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Brookshire Brothers, Ltd.		07/26/2007	LIMITED PARTNERSHIP: TEXAS

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	a Banking Association: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	78340357	B & B EXPRESS
Serial Number:	73596178	BUDGET CHOPPER
Serial Number:	75279292	DINNER DESTINATIONS
Serial Number:	75278836	DINNER DESTINATIONS
Serial Number:	78451220	DOLLAR CELEBRATION
Serial Number:	78451343	\$DOLLAR CELEBRATION
Serial Number:	78702469	FRESH HARVEST
Serial Number:	78512342	FRESH HARVEST
Serial Number:	78268190	FRESH HARVEST FOOD & PHARMACY
Serial Number:	78340491	TEXAS STAR
Serial Number:	75290921	TOBACCO BARN
Serial Number:	75797791	TOBACCO BARN
Serial Number:	75278827	YOUR PASSPORT TO MEALS IN MINUTES

CH \$340.00 78340357

CORRESPONDENCE DATA

Fax Number: (312)704-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-704-3757
Email: ebrown@hinshawlaw.com
Correspondent Name: Evan D. Brown
Address Line 1: 222 N. LaSalle
Address Line 2: Suite 300
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	MATTER NO. 861931
NAME OF SUBMITTER:	Evan D. Brown
Signature:	/Evan D. Brown/
Date:	07/30/2007

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (TRADEMARKS) dated as of July 26, 2007, by **BROOKSHIRE BROTHERS, LTD.**, a Texas limited partnership (the "Borrower"), whose address is 1201 Ellen Trout Drive, Lufkin, Texas 75901 to **LASALLE BANK NATIONAL ASSOCIATION**, as Second Lien Agent (including any successor Second Lien Agent under the "Second Lien Agent"), whose address is 135 South LaSalle Street, Chicago, Illinois 60603.

Reference is made to the Second Lien Credit Agreement dated as of July 26, 2007 (as the same has been or may, from time to time hereafter, be supplemented, modified or amended, the "Credit Agreement") between the Borrower and the Second Lien Agent.

In order to induce the Second Lien Agent and the Lenders (as defined in the Credit Agreement) to make certain loans and provide other financial accommodations to the Borrower pursuant to, and subject to the terms and conditions of, the Credit Agreement, and in order to secure the Borrower's other obligations under the Credit Agreement, the Borrower has agreed to grant to the Second Lien Agent a security interest in all of the Borrower's assets, properties and rights in accordance with the terms of the Credit Agreement.

The Borrower is executing and delivering this Grant of Security Interest in Intellectual Property Rights (Trademarks) ("Agreement") for the purpose of recording with the United States Patent and Trademark Office the grant of a security interest to the Second Lien Agent in the intellectual property and rights of the Borrower referred to in Section 3 below.

Accordingly, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

SECTION 2. Incorporation. This Agreement is intended to supplement and not to amend or modify the Credit Agreement, the terms and provisions of which are incorporated herein by this reference as if fully set forth herein.

SECTION 3. Grant of Security Interest. In order to secure for the benefit of the Second Lien Agent the full and punctual payment and performance of all of the Obligations, the Borrower hereby grants to the Second Lien Agent a continuing subordinated mortgage and security interest in all of the Borrower's right (including, without limitation, the right to sue for past infringements), title and interest in and to those trademarks, registrations and applications for which registrations have been issued or applied for within the United States Patent and Trademark Office and interests under trademark license agreements (both as licensor and

licensee) listed on Schedule 1 attached hereto and made a part hereof, together with all goodwill associated therewith (collectively, the "Trademark Rights"). Upon the occurrence of an Event of Default that remains uncured for the applicable cure period as specified in the Credit Agreement, and Borrower's receipt of a written request from the Second Lien Agent, Borrower agrees to execute an assignment of the Trademark Rights to the Second Lien Agent in the form attached hereto as Exhibit A.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording with the United States Patent and Trademark Office the grant of security interest in the Trademark Rights.

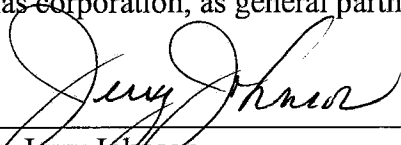
SECTION 5. Binding Effect. This Agreement is binding upon the Borrower and any successor or assign permitted under the Credit Agreement and shall inure to the benefit of the Second Lien Agent and its successors and assigns.


SECTION 5. Relation to First Lien Loan Documents. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Agreement or in connection herewith and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 26, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among LASALLE BANK NATIONAL ASSOCIATION (as First Lien Agent) and LASALLE BANK NATIONAL ASSOCIATION (as Second Lien Agent), and acknowledged by BROOKSHIRE BROTHERS HOLDING, INC., BROOKSHIRE BROTHERS INVESTMENT, INC., BROOKSHIRE BROTHERS MANAGEMENT, INC., BROOKSHIRE BROTHERS, LTD., BROOKSHIRE BROTHERS BEVERAGE CORPORATION, SOUTHERN PINES WINE AND SPIRITS, INC., POLK OIL COMPANY, INC., and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed by its authorized officers as of the date first written above.

BROOKSHIRE BROTHERS, LTD.,
a Texas limited partnership

By: Brookshire Brothers Management, Inc.,
a Texas corporation, as general partner

By: 
Name: Jerry Johnson
Title: President & CEO

ATTEST:


ACKNOWLEDGMENT

STATE OF ILLINOIS §

COUNTY OF COOK §

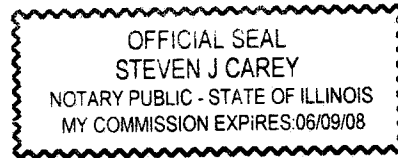
Before me, Steven J. Carey on this day personally appeared Jerry Johnson, President & CEO of Brookshire Brothers Management, Inc., a Texas corporation, General Partner of Brookshire Brothers, Ltd., a Texas limited partnership, on behalf of said limited partnership proved to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Brookshire Brothers, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of July, 2007.

Steven J. Carey
Notary Public,

Printed Name: Steven J. Carey

My Commission Expires: 6/9/2008



Schedule 1
The "Trademark Rights"

U.S. Federal Trademark Applications and Registrations

MARK	FILED	SERIAL NO	REG DATE	REG NO	STATUS
B & B EXPRESS & DESIGN	12/12/2003	78/340,357	6/7/2005	2,961,470	REGISTERED
BUDGET CHOPPER	5/1/1986	73/596,178	2/24/1987	1,430,667	REGISTERED
DINNER DESTINATIONS	4/22/1997	75/279,292	11/24/1998	2,206,207	REGISTERED
DINNER DESTINATIONS & DESIGN	4/22/1997	75/278,836	11/24/1998	2,206,205	REGISTERED
DOLLAR CELEBRATION	7/15/2004	78/451,220	N/A	N/A	ALLOWED
DOLLAR CELEBRATION & DESIGN	7/15/2004	78/451,343	N/A	N/A	ALLOWED
FRESH HARVEST & DESIGN	8/29/2005	78/702,469	N/A	N/A	PENDING
FRESH HARVEST (Stylized)	11/5/2004	78/512,342	N/A	N/A	ALLOWED
FRESH HARVEST FOOD & PHARMACY & DESIGN	6/27/2003	78/268,190	1/25/2005	2,921,695	REGISTERED
TEXAS STAR & DESIGN	12/13/2003	78/340,491	7/19/2005	2,974,294	REGISTERED
TOBACCO BARN	5/7/1997	75/290,921	4/14/1998	2,150,929	REGISTERED
TOBACCO BARN	9/13/1999	75/797,791	9/19/2000	2,387,671	REGISTERED
YOUR PASSPORT TO MEALS IN MINUTES	4/22/1997	75/278,827	11/24/1998	2,206,204	REGISTERED

Note: All Trademarks listed on this Schedule are owned by Brookshire Brothers, Ltd.

Exhibit A
Form of Assignment

WHEREAS, BROOKSHIRE BROTHERS, LTD., a Texas limited partnership (“ASSIGNOR”), having its principal place of business at 1201 Ellen Trout Drive, Lufkin, Texas 75901, has adopted, used, and has been using or has had a bona fide intent to use the marks listed in the attached Schedule 1 (the “Marks”); and

WHEREAS, LASALLE NATIONAL BANK, NATIONAL ASSOCIATION, as administrative agent (“ASSIGNEE”), whose address is 135 South LaSalle Street, Chicago, Illinois 60603, is entitled to an assignment of all of ASSIGNOR’s right, title and interest in and to the Marks, any and all registrations and applications for registration thereof, and the goodwill of ASSIGNOR’s business symbolized by the Marks pursuant to the Second Lien Credit Agreement dated as of July 26, 2007, of which ASSIGNOR and ASSIGNEE are parties;

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the fullest extent allowed by law, ASSIGNOR does hereby sell, assign, transfer and convey to ASSIGNEE all of its right, title, and interest in and to the Marks, all registrations and applications for registration thereof, all rights derived from or associated with use of the Marks by ASSIGNOR, together with the goodwill of the business symbolized by the Marks, and the right to recover for past infringement of the Marks.

Executed this _____ day of _____, _____.

BROOKSHIRE BROTHERS, LTD.,
a Texas limited partnership

By: Brookshire Brothers Management, Inc.,
a Texas corporation, as general partner

By: _____
Printed Name: _____
Title: _____